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AGREEMENT

BETWEEN

TOWN OF HACKETTSTOWN, WARREN COUNTY, NEW JERSEY

and

SUSSEX COUNTY PBA LOCAL 138

JANUARY 1, 1993 THROUGH DECEMBER 31, 1995

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## PREAMBLE

This Agreement entered into this 3<sup>rd</sup> day of April, 1993, by and between the TOWN OF HACKETTSTOWN, County of Warren, a Municipal Corporation of the State of New Jersey, hereinafter called the "Town" and SUSSEX COUNTY PBA LOCAL 138, hereinafter referred to as the "Association", represents the complete and final understanding on all bargainable issues between the Town and the Association.

## ARTICLE I - RECOGNITION

A. The Town hereby recognizes the Association as the sole and exclusive representative for all full-time Patrolmen, Sergeants, Lieutenants, and Detectives of the Town of Hackettstown Police Department, excluding all other employees of the Town of Hackettstown.

B. The title of Policeman or Police Officer shall be defined to include the plural as well as the singular, and to include males and females.

## ARTICLE II - ASSOCIATION REPRESENTATIVES

A. The Association shall have the right to designate two (2) members of the Association as Association Representatives.

B. The elected Representatives of the Association shall be granted a leave of absence with pay to attend the annual PBA convention in accordance with N.J.S.A. 40A:14-177.

C. A certificate of attendance to the convention shall be submitted by the Representatives so attending to the Chief of Police.

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D. During contract negotiations, the authorized Representatives of the Association, however not more than One (1) Representative at any one time, shall be excused from normal duties for the amount of time reasonably required for the scheduled negotiations and shall receive his regular compensation for time spent when such negotiations interfere with his work schedule. However, said Representative shall always remain available for duty.

E. The duly elected Association Representative or alternate shall be excused with pay from his normal assignments to process grievances when scheduled with the Town's Representatives during regular working hours. Proper and prior request is to be made to the Chief of Police.

F. In the event the Association Officer is incapacitated, or is unable to carry out the function of office due to illness, vacation, or otherwise, an alternate Representative of the Association shall have the full authority to represent the Association for any and all business. However, the name of the alternate must be supplied to the Town in advance and no exception or change in the alternate shall be allowed.

G. One unit member who is a State PBA delegate shall be so scheduled in order to provide time off to attend one local and one State meeting per month, provided no less than forty eight (48) hours notice is given prior to said meetings.

### ARTICLE III - MANAGEMENT RIGHTS

A. Nothing in this Agreement shall be deemed to limit or restrict the Town as employer in any way in the exercise of the functions of management including:

1. The right to manage, control and operate its facilities.

2. To direct the work forces, hire, promote, transfer, suspend, ;discipline or discharge employees for just cause subject to Civil Service regulations.

3. Determine the amount of overtime to work or layoff employees for lack of work or for other proper reasons.

4. To schedule work subject to the terms of this contract.

5. To require employees to observe the Town's rules and regulations.

6. To make rules and regulations relating to the operation of its facilities not inconsistent with the terms of this Agreement or with N.J.S.A. 34:13A-5.3 et seq.

7. To introduce new and improved methods of operation, install new facilities, change existing methods or facilities.

8. To enforce Civil Service regulations.

B. All of said rights are vested exclusively in the Town subject to the Laws of the United States, State of New Jersey.

### ARTICLE IV - DUES DEDUCTIONS

A. The Town agrees to deduct from the salaries of its Patrolmen, subject to this Agreement, dues for the Association. Such



deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e), as amended.

B. A check-off shall commence for each Patrolman who signs a properly dated authorization card, supplied by the Association and verified by the Town Treasurer during the month following the filing of such card with the Town.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Town written notice thirty (30) days prior to the effective date of such change and shall furnish to the Town either new authorizations from its members showing the authorized deductions for each patrolman, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Town Clerk.

E. The Association shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Town in reliance upon salary deduction authorization cards submitted by the Association to the Town or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deductions.

F. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the Patrolmen in the bargaining unit fairly and equally, without regard to the Association membership. The terms of this Agreement have been made for all patrolmen in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the Town after it had satisfied itself that the Association is a proper majority representative.

G. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Town Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9(e) as amended.

#### ARTICLE V - GRIEVANCE PROCEDURE

##### A. Definitions

The term "grievance" means a complaint by an employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting working conditions of an employee.

The term "employee" shall mean any Policeman covered by this contract but shall not include the Chief of Police.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of



employees or by a public employees association, or by the Town to act on its or their behalf and to represent it or them.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to disputes arising under this contract or affecting working conditions of the employee.

C. Procedure

1. An aggrieved employee shall institute action under the provisions hereof within five (5) calendar days of the occurrence complained of, or within five (5) days after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) day period shall be deemed to constitute an abandonment of the grievance.

2. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal.

4. Whenever the employee appears with a representative, the Town shall have the right to designate a representative to participate at any stage in the grievance procedure.

5. An employee shall first discuss his grievance orally with the highest ranking officer not below the rank of Sergeant on his tour and file with the officer a brief written statement of the grievance. A decision in writing shall be rendered within two (2) days of said

filing.

6. If the grievance is not resolved to the employee's satisfaction within two (2) days from the determination referred to in paragraph 5 above, the written grievance shall be forwarded to the Chief of Police or his designee. A decision in writing shall be rendered within five (5) days of receipt of grievance by the Chief of Police or his designee.

7. If the grievance is not resolved to the employee's satisfaction within ten (10) days from the determination referred to in paragraph 6 above, the employee shall submit his grievance to the Mayor and the Police Committee in writing, specifying:

- a. The nature of the grievance;
- b. The results of the previous discussion;
- c. The basis of his dissatisfaction with the determination.

8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Mayor and Police Committee shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within ten (10) days from the hearing (unless a different period is mutually agreed upon), the Mayor and Police Committee shall, in writing, advise the employee and his representative, if there be one, of their determination and shall forward a copy of said determination to the Chief of Police.

10. In the event of the failure of the Mayor and Police



Committee to act in accordance with the provisions of paragraph 8 and 9, or in the event a determination by them in accordance with the provision thereof, is deemed unsatisfactory by the employee, within ten (10) days of the failure of the Mayor and the Police Committee to act or within ten (10) days of the determination by them, the employee may appeal to the Governing Body.

11. Where an appeal is taken to the Governing Body there shall be submitted by the employee:

The writing set forth in paragraph 8 and 10 and a further statement in writing setting forth the employee's dissatisfaction with the action of the Mayor and Police Committee.

12. If the employee in his appeal to the Governing Body does not request a hearing, the Governing Body may consider the appeal on the written record submitted to it, or the Governing Body may, on its own conduct a hearing, or it may request the submission of additional written material. Where the employee requests, in writing, a hearing before the governing Body, a hearing shall be held.

13. The Governing Body shall make a determination within thirty (30) days from the receipt of the grievance and shall, in writing, notify the employee, his representative, if there be one, the Mayor and the Chief of Police of its determination. This time period may be extended by mutual agreement of the parties.

14. In the event an employee is dissatisfied with the determination of the Governing Body and the matters involves interpretation or application of the contract, he shall have the



right to request arbitration.

A written request for arbitration shall be made no later than fifteen (15) days following the determination of the Governing Body. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Governing Body shall mutually agree upon a longer time period within which to assert such a demand.

15. Within ten (10) days after such written request of submission to arbitration, the Governing Body and the employee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an Arbitrator.

16. The Arbitrator so selected shall confer with the Governing Body and the employee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision which is violative of the terms of this Agreement.

The decision of the Arbitrator shall be submitted to the Governing Body and the employee and shall be binding on the parties, subject to applicable appellate review procedures.

The Town and the employee reserve the right to seek such remedies either party may have by law or under Civil Service Rules and Regulations.

17. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the Town and the employee. Any other expenses incurred shall be paid by the party incurring the same.

18. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated representatives, subject to the Open Public Meetings Act.

#### ARTICLE VI - NO STRIKE PLEDGE

A. Policemen agree that they shall not resort to a strike or other illegal job action.

#### ARTICLE VII - HOURS

A. The work week and salary for the Hackettstown Police Department shall be computed on the basis of a forty (40) hour week.



#### ARTICLE VIII - OVERTIME

A. All time in excess of forty (40) hours per week is deemed overtime.

B. All overtime must be approved by the Chief of Police.

C. All Policemen shall, subject to the needs of the Department as determined by the Chief of Police or his delegate, have compensatory time off on the basis of one and one-half (1 1/2) hours for each hour of overtime or payment at a rate equal to one and one-half (1 1/2) times his regular base pay work rate for overtime.

D. Compensatory time off shall be given within thirty (30) days.

E. The Chief of Police shall determine whether compensatory time off or overtime pay shall be granted.

F. For purposes of overtime compensation an employee will be credited with one-half hour for work performed in excess of 15 minutes within each one-half hour interval.

G. All overtime will be paid in the next regular paycheck.

H. When any Policeman shall be required to appear before any Grand Jury or at any Municipal, County, Superior or Supreme Court Proceeding, except in a Civil Action, the time during which he is so engaged shall be considered a time of assignment to and performance of duty. When such appearance occurs during the Policeman's assigned duty hours, and such appearance is related to his employment, he shall suffer no loss in compensation. When such appearance occurs outside his assigned duty hours, he shall receive either compensatory time off on the basis of one and one-half (1 1/2) hours for each hour of



overtime or compensation at one and one-half (1 1/2) times his regular work rate for such overtime.

#### ARTICLE IX - SALARIES

A. All bargaining unit members shall receive the following annual base salaries for the term of this Agreement:

<u>PATROLMEN</u>	<u>Jan. 1, 1993</u>	<u>Jan. 1, 1994</u>	<u>Jan. 1, 1995</u>
Step 1	\$24,946	\$24,946	\$24,946
Step 2	\$29,292	\$30,903	\$32,448
Step 3	\$32,353	\$34,132	\$35,839
Step 4	\$35,432	\$37,381	\$39,251
Step 5	\$38,512	\$40,630	\$42,662
Step 6	\$41,595	\$43,883	\$46,077
<u>SERGEANT</u>			
Step 1	\$43,159	\$45,533	\$47,809
Step 2	\$44,577	\$47,029	\$49,380
Step 3	\$45,995	\$48,525	\$50,951
<u>LIEUTENANT</u>	\$49,184	\$51,889	\$54,484

B. Steps shall be determined in accordance with the policeman's temporary appointment or promotion anniversary date.

C. The officer shall move one step on the guide on his anniversary date.

D. If a patrolman is promoted, he will move to the next higher money step in the category he was promoted to.

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ARTICLE X - LONGEVITY

A. The following longevity percentages shall be applied to the base salary of Policemen paid annually under this Agreement:

Beginning of 6th year.....2%

Beginning of 7th year  
to end of 10th year.....4%

Beginning of 11th year  
to end of 15th year.....5%

Beginning of 16th year  
to end of 20th year.....6%

Beginning of 21st year  
and thereafter.....7%

B. Longevity accrued under this contract shall be included as part of base annual salary and provided within the regular periodic pay check.

C. Placement on the longevity schedule shall be determined in accordance with the Policeman's anniversary date.

ARTICLE XI - HOLIDAYS

A. The Policemen will be granted twelve (12) holidays as follows:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
July 4th

Labor Day  
Election Day  
Veteran's Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

Policemen scheduled to work on a holiday by the Chief of

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Police will be paid for their holiday time on the basis of their annual rate or given compensatory time off at the discretion of the Chief.

B. In addition to those enumerated above, the employee shall receive all new holidays that are declared legal holidays by the President of the United States or the Governor of the State of New Jersey if such holidays are also declared as holidays by the Mayor of the Town of Hackettstown.

## ARTICLE XII - VACATIONS

A. Vacation time shall be granted as follows:

Up to one year of service	One (1) working day for each month of service.
One (1) year through four (4) years of service	Twelve (12) working days
Five (5) years through nine (9) years of service	Fifteen (15) working days
After nine (9) years of service	Twenty (20) working days plus an additional day for every two (2) years thereafter, but not to exceed twenty-five (25) working days.

B. For the purpose of this Article, a year shall be considered as the calendar year commencing January 1st ending December 31st.

C. Policemen shall not begin the first week of vacation prior to the completion of at least six (6) months of continuous service from the date of employment.



### ARTICLE XIII - SICK LEAVE

A. All employees covered under this Agreement are entitled to fifteen (15) days sick leave per year with unlimited accumulation.

B. Any Employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness in the manner as provided in Civil Service Rule 4:1-17.18.

C. Immediately prior to qualified retirement the employee may use up to one hundred fifty (150) days of accumulated sick leave toward retirement.

D. If any employee is absent from work for reasons that would entitle him to sick leave, the Chief or designated representative to be notified as early as possible, but no later than 2 hours before the start of shift from which absent.

### ARTICLE XIV - WORK INCURRED INJURY

A. The Town shall provide full salary while any employee is temporarily disabled as a result of a job incurred injury less Workmen's Compensation payments during a period not exceeding one (1) calendar year from the date of the accident. Payments will not be made during an absence due to recurrence of disability due to the same accident or related illness after the calendar year has expired.

B. If an employee qualifies or may qualify for a disability pension, the Town payments will end.

C. After the calendar year has expired, the employees may elect

if they so desire to utilize all or part of their accumulated sick leave.

D. Any salary paid during the time that the employee takes sick leave will be reduced by Workmen's Compensation payments, if any.

E. Accumulated sick leave may be apportioned at the employee's request on a partial day basis to allow the employee full salary for any week in which Workmen's Compensation or this contract does not provide payment equal to a full working week.

F. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and the Mayor and Council may reasonably require that employee to present such certificates from time to time.

G. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician or a physician employed by the Town or its insurance carrier, then and in that event the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability. Such findings by the Division of Worker's Compensation or by the final decision of the last review in court shall be finding upon the parties.

H. For the purpose of this article, injury or illness incurred while the employee is attending a Town-sanctioned training program shall be considered in the line of duty.

I. In the event the dispute arises as to whether an absence



shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of the appropriate worker's compensation judgment, or if there is an appeal therefrom, the final decision of the last review in court.

#### ARTICLE XV - FUNERAL LEAVE

A. Funeral Leave of three (3) days, one of which shall be the day of the funeral, shall be granted without loss of pay for the death in the immediate family of the employed.

B. Immediate family includes spouse, child, mother, father, brother, sister, mother-in-law and father-in-law.

C. Funeral leave of one (1) day shall be granted without loss of pay to attend the funeral of a brother-in-law, sister-in-law, grand parents, or any niece or nephew living at home with said brother-in-law or sister-in-law.

#### ARTICLE XVI - PERSONAL DAYS

A. Two (2) personal days per year without loss of pay shall be granted to each employee per annum.

B. Application in duplicate for a personal day must be submitted three (3) days in advance (except in case of emergency), though no reason must be provided by the employee to the Employer for such day.

C. A personal day shall not be granted for a day preceding or following holidays or vacations.

D. Personal days may accumulate to a maximum of four (4) days.

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#### ARTICLE XVII - CLOTHING ALLOWANCE

Each Policeman shall receive an annual clothing allowance in the amount of One Thousand (\$1,000.00) Dollars. The Employer, in addition to the clothing allowance, will secure a cleaning service to provide maintenance of uniforms to employees covered by this Agreement not to exceed Nineteen (\$19.00) Dollars per month per employee.

#### ARTICLE XVIII - DETECTIVE INCREMENT

A. A Detective increment in the amount of Six Hundred (\$600.00) Dollars will be paid for the officer maintaining a position in the Detective Bureau.

#### ARTICLE XIX - HOSPITAL AND LIFE INSURANCE BENEFITS

A. (1) The Town shall continue to provide enrollment in the hospital and medical benefit program presently in existence, as well as major medical and Rider J coverage.

(2) The Employer shall permit employees who retire within twenty (20) or more years of service with the Town of Hackettstown to remain in the Employee's group health insurance program at the employee's sole cost, up to the employee reaching age 65 and is eligible for medicare. It is further provided that such will be provided so long as the Insurer's rules and/or the applicable legal requisites permit provision of this benefit.

B. The Town will provide life insurance which shall be equal to

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one and one half (1 1/2) times the base pay of the Policeman. The Policeman may contribute through payroll deductions to provide insurance through Public Employee's Retirement System equal to an additional one and one-half (1 1/2) times his base pay.

C. The Town will pay a maximum of Seven Hundred Fifty (\$750.00) Dollars for each employee toward a dental insurance premium. Any amount in excess of the above shall be paid for by the employee. The specific plan is to be approved by both parties.

D. The Town shall continue to maintain full insurance to cover any claims of false arrest as shown on the attached personal injury liability insurance endorsement. (Imperial Casualty & Indemnity Co. #864670).

E. The Town retains the right to enter into a self-insurance program or to change insurance carriers regarding any insurance benefit so long as the same or substantially equivalent benefits are provided. If the Town decides to change insurance carriers, the Town shall pay particular attention to the ability of the employee to use the new insurance carrier's plan outside the Hackettstown area.

#### ARTICLE XX - EDUCATIONAL BENEFITS

A. The Town will pay one hundred (100%) percent of tuition and books for all Policemen enrolled in the course in Police science at a

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fully accredited college. Books utilized for courses for which a police officer receives payment under this Article shall be returned to and placed within a library established in the Police Department.

B. All courses are to be approved by the Chief of Police.

C. Upon attainment of thirty (30) credits and a "C" average, a Policeman will receive in addition to his annual salary the sum of Five Hundred (\$500.00) Dollars upon completion and Five Hundred (\$500.00) Dollars per year thereafter providing that he continues to attain a minimum of three (3) credits and a "C" average each year thereafter until said Policeman attains an Associates Degree in Police Science or sixty (60) credits at which time he will receive One Thousand (\$1,000.00) Dollars per year in addition to his annual salary.

Upon attainment of a Bachelor's Degree in Police Science (Criminal Justice), an officer will receive Fifteen Hundred (\$1,500.00) Dollars per year in addition to his annual salary. The total therefore for said educational benefit may not exceed One Thousand Five Hundred (\$1,500.00) Dollars annually for any eligible unit Employee pursuant to this subsection.

D. All vouchers submitted for payment pursuant to this Article shall be paid within forty-five (45) days. Transcript demonstrating satisfactory completion of the course must accompany the voucher prior to payment.

#### ARTICLE XXI - MOTOR VEHICLE REIMBURSEMENT

A. Any Policeman using his own motor vehicle on official police business with approval of the Chief of Police will be compensated at the rate of twenty-one (\$.21) cents per mile. The Policemen shall be reimbursed for parking fees and tolls upon presentation of a receipt.

B. Policemen shall be reimbursed for travel expense while assigned to attend a Police School, as well as Five (\$5.00) Dollars as a meal allowance provided that a police officer is required to be in court during lunch for a police-related business.

#### ARTICLE XXII - PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Police Chief, Mayor and/or Governing Body. The foregoing provisions are subject to the requirements of N.J.S.A. 47:1A-1 et seq., Executive Order No. 9 (Oct. 1, 1963), Executive Order No. 11 (Nov. 15, 1974) and N.J.A.C. 4A:1-2.2, pertaining to citizen access to public records.

B. Upon advance notice and at reasonable times, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative. Furthermore, the Chief or his designee will review with each officer the personnel file of said employee on an annual basis.

C. Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if



he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identity of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the Force shall subject the member to appropriate disciplinary action.

E. Each employee shall be supplied with a written certification from the Town no later than November 1 of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and other time which is available to the Officer.

#### ARTICLE XXIII - RIGHTS OF EMPLOYEES

A. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

B. The interrogations shall take place at a location designated by the Chief of Police.

C. The member of the force shall be informed of the nature of the investigation before any interrogation commences. If it is known that the member of the force is being interrogated as a witness only,



he should be so informed at the initial contact.

D. The questioning shall be reasonable in length. Time shall also be provided for personal necessities, meals, telephone calls and rest periods, as are reasonably necessary.

E. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answer questions.

F. The complete interrogation of the member of the force may, upon request of either party and at the expense of the requesting party, be recorded mechanically or by department stenographer. In such cases, there will be no "off-the-record" questions.

G. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

H. The Department shall afford a reasonable opportunity for a member of the force if he so requests, to consult with counsel and/or his association representative before being questioned concerning a violation of departmental rules and regulations during the interrogation, unless the member is being interrogated as a witness only.

I. Policemen will not be required to take a polygraph in any given departmental hearing.

J. Policemen charged with a criminal offense will not have

their departmental hearing prior to their criminal trial so as not to prejudice their standings with a jury but may be suspended pending disposition of said offense in accordance with 40A:14-149 et seq.

#### ARTICLE XXIV - EXCHANGE OF DAYS OFF

A. Members of equal rank within the Police Department may, upon mutual written request, prior notification to the Police Chief or his designated representative and prior approval of the Police Chief or his designated representative, exchange hours or days off. Every effort will be made to give the Police Chief or his designated representative at least seventy-two (72) hours notice in advance.

B. By exchanging hours or days off, no employee shall be entitled to overtime payments.

#### ARTICLE XXV - SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### ARTICLE XXVI - FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable



issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXVII - DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 1993 and shall remain in effect to and including December 31, 1995, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Town of Hackettstown, New Jersey, on this 27th day of April, 1993.

TOWN OF HACKETTSTOWN

By: 

By:   
*Paul Clark*

SUSSEX COUNTY PBA LOCAL 138

By: 

By:   
*Walter L. Kufner*

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